

**THIS AGREEMENT** made at St. John's in the Province of Newfoundland and Labrador, Canada this 29<sup>th</sup> day of November, 2005.

**BETWEEN** HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, CANADA herein represented by the Honourable the Speaker of the House of Assembly

(hereinafter the "Speaker")

OF THE ONE PART

**AND** DARLENE NEVILLE of St. John's, Newfoundland and Labrador, Canada

(hereinafter called the "Child and Youth Advocate")

OF THE OTHER PART

**THIS AGREEMENT WITNESSTH** that, in consideration of the promises and covenants expressed herein, the Parties agree as follows:

**1. Services**

- 1.1 The Child and Youth Advocate was appointed by the Lieutenant-Governor in Council on resolution of the House of Assembly.
- 1.2 In accordance with section 6(1) of the *Child and Youth Advocate Act* ("the Act"), the Child and Youth Advocate shall hold office for a period of 6 years from November 29, 2005, and may be re-appointed for a second term of 6 years, but not for more than 2 terms of 6 years.
- 1.3 During the term of office referenced in 1.2 the Child and Youth Advocate shall be governed by the terms of this contract and the provisions of the Act, with the roles and responsibilities set out in the Act.

**2. Remuneration and Benefits**

- 2.1 The Child and Youth Advocate shall be paid an annual remuneration of \$109,758 (step 19 of the 2056 point scale). The per annum amount shall be paid every two weeks, on Wednesday, in equal installments. General salary increases and step advancements applicable to deputy ministers in the Government of Newfoundland and Labrador and equivalents, as approved, shall apply.

- 2.2 The following deductions shall be made from the remuneration of the Child and Youth Advocate:
- i. Income Tax,
  - ii. Employment Insurance,
  - iii. Canada Pension Plan,
  - iv. Public Service Pension Plan,
  - v. Group Health and Life Insurance Plan, and
  - vi. Any other deductions required by law.
- 2.3 Travel and other expenses shall be reimbursed as approved by the Commission of Internal Economy.
- 2.4 If approved by the Commission of Internal Economy the Speaker shall pay the annual Law Society fees for the Child and Youth Advocate.
- 2.5 The Child and Youth Advocate shall be entitled to 30 days Paid Leave in accordance with the Executive Compensation Pay Plan.

### 3. Tenure

- 3.1 The Child and Youth Advocate's tenure is subject to sections 7 and 8 of the Act.
- 3.2 Upon expiry of the term of office, the Speaker shall not make any payment to the Child and Youth Advocate except for the amount payable for severance pay in accordance with the Human Resources Policy Manual which will include employment with the Department of Justice, the Newfoundland and Labrador Legal Aid Commission and the Office of the Child and Youth Advocate; and for the balance of any unused Paid Leave. The payment for severance pay and Paid Leave is calculated using the salary component of the amount in Clause 2.1.

### 4. Injury on Duty

- 4.1 If the Child and Youth Advocate is injured while carrying out duties and responsibilities the terms set out in the Personnel Administration Procedures issued by Treasury Board under the authority of section 7(2) of the *Financial Administration Act* regarding injury on duty apply.

5. **Conflict of Interest**

5.1 The Child and Youth Advocate shall comply with the provisions of the *Conflict of Interest Act, 1995*.

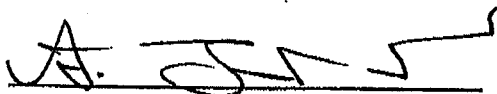
6. **Incompatible Position**

6.1 The Child and Youth Advocate is an officer of the House of Assembly and shall not hold any office or position or engage in any business that is incompatible, as determined by the Speaker, with her duties and responsibilities under this Agreement and the Act.

7. **Agreement**

7.1 This Agreement, OC2005-638 and the terms of the Act constitute the entire Agreement between the Child and Youth Advocate and the Speaker respecting the appointment as Child and Youth Advocate.

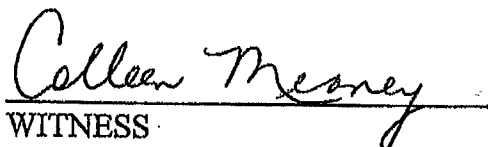
**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed in the day and year first before written.



WITNESS



Harvey Hodder



WITNESS



Darlene Neville